

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

HICA EDUCATION LOAN CORPORATION,  
by and through its agent SALLIE  
MAE, INC.,

Plaintiffs

v.

JORGE PEREZ RIVERA,

Defendant

CIVIL NO. 06-1542 (JP)

**JUDGMENT BY DEFAULT**

The Court has before it a Motion for Default Judgment as to Defendant Jorge Perez-Rivera ("Pérez") **(No. 19)** filed by Plaintiff HICA Education Loan Corporation by and through its agent Sallie Mae, Inc. The Motion is unopposed. The Clerk entered default (No. 18) against Defendant Pérez on March 12, 2007. The Court hereby **ENTERS JUDGMENT** for Plaintiff HICA Education Loan Corporation to have an recover from Defendant Pérez the amount of \$9,169.29 as outstanding principal, and accrued interest pre- and post-judgment, for nonpayment on loans.

The accumulated pre- and post-judgment interest on the outstanding principal of \$9,169.29 shall be calculated from the dates the loans were disbursed according to the formula set forth in the loan. Two loans were disbursed: Note 1 for an amount of \$3,217.00 was disbursed on February 27, 1985; and Note 2 for an amount of \$5,000.00 was disbursed on November 22, 1985. The original principal

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was \$8,217.00. The outstanding principal, as of March 2006, is \$9,169.29. Defendant's repayment period began on March 1, 1988. The loan formula set forth in the loan states as follows:

Interest shall accrue and be payable at an annual percentage rate which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter, plus 3.5 percent, rounding this figure up to the nearest 1/8 of 1 percent.

No. 1-2. The Department of Health and Human Services lists the maximum interest rate for variable rate loans executed on or after January 27, 1981 through October 21, 1985 as 8 and 5/8 percent.

Plaintiffs are also entitled to reasonable attorneys fees, as required by the loan agreements signed by Defendant. Plaintiffs have filed with the Court an exhibit of the hours worked on the above-captioned case (No. 23-2), which total 24.45 hours. Plaintiffs request \$1,500.00 for those hours. This amount is consistent with the statutory guidelines. See 5 U.S.C.S. § 504(b)(1)(A). Accordingly, the Court **ENTERS JUDGMENT** for Plaintiff HICA Education Loan Corporation to also recover \$1,500.00 from Defendant.

**IT IS SO ORDERED.**

In San Juan, Puerto Rico, this 21<sup>st</sup> day of May, 2007.

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s/Jaime Pieras, Jr.  
JAIME PIERAS, JR.  
U.S. SENIOR DISTRICT JUDGE